



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 071B3200105

CONTRACTOR	MICHIGAN VIRTUAL UNIVERSITY
	3101 Technology Blvd
	Lansing, MI 48910
	Elizabeth Elliot
	888-532-5806 Ext 467
	eelliott@mivu.org
	*****4105

STATE	Program Manager	Donald Whiteside	MDOT
		517-335-2464	
		whitesided@michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: MDOT Learning Management System				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 1, 2013	June 30, 2018	5 - 1 Year	June 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
n/a		n/a		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
n/a				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 275,000.00		\$ 0.00	\$ 275,000.00	

DESCRIPTION: Effective June 30, 2016, the parties agree to terminate the contract for convenience per the attached Agreement. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency, and DTMB Procurement approval.

Termination for Convenience and General Release

Contract No. 071B3200105

1. **Background:** This Termination for Convenience and General Release relates to Contract No. 071B3200105 (the “**Contract**”), by and between the Michigan Department of Technology, Management and Budget on behalf of the Michigan Department of Transportation (collectively, the “**State**”) and Michigan Virtual University (“**MVU**”).

2. **Termination:** The parties agree that, as of the Effective Date (as defined below), the Contract is terminated for convenience and that neither party has any further obligations to the other under the Contract. Further, the State acknowledges that all monies paid to date to MVU under the Contract are for services satisfactorily rendered.

3. **Release of MVU.** The State hereby releases MVU from any and all rights, claims, actions, and demands of every kind and nature, legal or equitable, known or unknown, disclosed or undisclosed, suspected or unsuspected, including, without limitation, any claims for damages, actual or consequential, past, present, or future, which were asserted or could have been asserted by the State, and which arise out of or in any way relate to the products or services provided pursuant to the Contract.

4. **Release of the State of Michigan.** MVU hereby releases the State from any and all rights, claims, actions, and demands of every kind and nature, legal or equitable, known or unknown, disclosed or undisclosed, suspected or unsuspected, including, without limitation, any claims for damages, actual or consequential, past, present, or future, which were asserted or could have been asserted by MVU, and which arise out of or in any way relate to the products or services provided pursuant to the Contract.

5. **Entire Agreement.** This Termination for Convenience and General Release constitutes the entire agreement between the parties with respect to the Contract, and supersedes any and all prior or contemporaneous agreements or representations, written or oral, between the parties.

6. **Effective Date.** This Termination for Convenience and General Release shall be effective as of June 30, 2016 (the “**Effective Date**”).

[Signature page follows]

**Michigan Department of Technology, Management
and Budget**

Authorized Signature: _____
Name: _____
Title: _____
Signature Date: _____

Michigan Virtual University

Authorized Signature: _____
Name: _____
Title: _____
Signature Date: _____

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

**NOTICE
OF
CONTRACT NO. 071B3200105**
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Michigan Virtual University 3101 Technology Blvd, Suite G Lansing, MI 48910	Elizabeth Elliot	eelliott@mivu.org
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(888) 532-5806 ext 467	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:				
BUYER:	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)			
MDOT Learning Management System			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	July 1, 2013	June 30, 2018	5, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$275,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #071I2200154. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B3200105
 between
THE STATE OF MICHIGAN
 and

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FOR THE CONTRACTOR:

Michigan Virtual University

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jeff Brownlee, Chief Procurement Officer

Name/Title

DTMB Procurement

Enter Name of Agency

Date



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DEFINITIONS

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.



RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 Project Request

The State of Michigan (State), through the Michigan Department of Technology, Management & Budget (DTMB), and Michigan Department of Transportation (MDOT), has issued this contract for the implementation of an MDOT-branded portal of an existing web-based learning management system (LMS). A LMS is software for planning, delivering, and managing learning events that include online, virtual classroom, and instructor-led courses. A LMS manages users' progress, performance, and history as well as producing reports, assigning instructors, registering for classes, housing learning content, as well as other key features centered around learning.

This project will include implementation of the web-based LMS, training of key MDOT staff, assistance with e-learning design, complete system and training documentation; and, upon successful implementation, five years of continued maintenance and support with a State option for five additional years.

The standard implementation will enable MDOT's Bureau of Highways, Performance Excellence Division (PED) to:

- Implement a 3rd-party hosted, web-based LMS.
- Insert SCORM compliant web-based courses created by PED or other 3rd party source.
- Generate course management reports and track user activity and progress.
- Ensure retention of all course and user data in a secure environment easily accessed by authorized MDOT users and external partners, as defined by MDOT.
- Implement a LMS with a minimum of 3000 (statewide) MDOT users and has the capacity to expand beyond 3000 (statewide) MDOT users.
- Allow MDOT's external partners to become users of the LMS.
- Support the LMS as the domain administrator(s).
- Provide technical support to MDOT's users and external partners.
- Train MDOT's personnel liaisons/training coordinators and supervisors.
- Train other MDOT staff.

The intention under this contract is for the team to investigate the following known, fee-based customizations across the duration of this project:

- Execute an initial data load from MDOT's external system, Red Vector.
- Integrate LearningBay (MDOT) with the new LMS.
- Integrate other State of Michigan systems with the new LMS (including Civil Service's LMS).
- Execute an initial data load from MDOT's current system, OnTrack for Training, to the new LMS.
- Update employee records weekly from MIDB.

Other customizations may be possible.

This is a continuation of MDOT's on-going efforts to provide high quality, web-based training as an alternative and/or complement to the current face-to-face training method. In addition, web-based learning becomes an option for gaining knowledge/awareness on certain subjects but is not as in-depth as web-based training (ie watching an informational video or reading an article on communication styles vs. training on identifying the different communication styles, with quizzes/tests and certificates of completion).

1.002 Background

MDOT's Performance Excellence Division (PED) has used On-Track for Training (On-Track), a training tracking tool from SumTotal, for approximately 15 years. At the time, it more than met the needs of MDOT employees; however, it no longer has the functionality that is wanted and needed by MDOT. Furthermore, On-Track is sunsetting; it will no longer be supported by the manufacturer or by the Department of Technology, Management & Budget (DTMB). Because PED is responsible for tracking employee training as well as training delivery and assistance with employee development, PED must find another solution for MDOT.



In 2010, PED entered into Phase One of this endeavor by collaborating with **Michigan Virtual University (MVU)** to develop and deliver a pilot of MVU's learning management system (LMS) that not only tracks employee training, but also allows for learning to be done via the web and broadens the selection of learning tools (classes, webinars, etc.) from a few options to many options. Further, this web-based LMS allows MDOT's partners to access mandatory training that is needed to satisfy Federal requirements. In the winter of 2011, the pilot was launched and made available via MVU's MDOT-branded portal to the web-based LMS.

Due to the overwhelming success of the pilot, MDOT/PED is ready to move forward with Phase Two – full implementation of an MDOT-branded portal to an existing web-based LMS.

Currently, training courses offered by MDOT are conducted utilizing a traditional, face-to-face method. The goal of this implementation is to provide MDOT and MDOT's partners with a variety of high-quality web-based training courses that are designed to provide instruction, learning opportunities, mandatory training and general information. Web-based training will be offered as an alternative and/or complement to face-to-face training; however, MDOT will continue to offer face-to-face training when needed.

Web-based training and web-based learning will be accessed by MDOT staff across the state as well as specified MDOT partners. While the successful completion of most course offerings will not be mandatory, a number of classification-specific, mandatory courses as well as department-wide mandatory courses and/or videos/presentations will also need to be accessible via the LMS.

The LMS must provide the users with the ability to self-register within the LMS itself, self-enroll in course offerings and regularly monitor course work progress. In addition, the LMS must provide comprehensive course and user reporting and administrative functions, performance reports, and status reports. The LMS must also provide certificates of completion, tests, and evaluations.

1.100 Scope of Work and Deliverables

1.101 In Scope

Contractor will provide an LMS with the functionality required for the State's business operations for MDOT. This project consists of the following components and services:

- Verification and validation of business requirements
- Design, Development and Implementation, including:
 - Configuration/Customization only as described above in 1.001
 - Hosting
 - Data conversion
 - System Integration
 - Testing
 - Training and Documentation
 - Train the trainer
 - Technical
 - Systems Administration
 - Systems Documentation
 - Process Documentation
 - Maintenance and Support
 - Help Desk
 - Technical Support

General Requirements

MDOT's required solution is for the contractor to provide and host a fully featured, web-based, learning management system (LMS) which will enable the creation, delivery, tracking and reporting of high-quality web-based courses and resources. In addition, MDOT requires the LMS to host the delivery of courses and resources in an MDOT-branded portal of the LMS. The LMS must provide the users with the ability to self-register within the LMS, self-enroll in course offerings and regularly monitor course work/curriculum progress. In addition, the LMS must provide comprehensive course and user reporting and administrative functions,



performance reports, and status reports. The LMS must also provide certificates of completion, tests, and evaluations. The MDOT-branded portal must allow for the homepage to be completely customized and have page-level help.

Comment:

Since 2003 the Michigan Department of Education (MDE) and the Michigan Virtual University (MVU) have been working collaboratively on a multi-year partnership to plan, develop and implement an online system of professional development for Michigan's teachers and educators called Michigan LearnPort. In 2007, after a nationwide RFP process, Michigan LearnPort launched a new robust learning management system (LMS) provided by its vendor-partner Meridian KSI, located in Chantilly, Virginia. Using the MSKI tool Meridian Global (MG, version 2011.1) we currently serve more than 70,000 user accounts and offer over 300 courses to Michigan's K-12 community. These high-quality courses, tools, and resources are available to Michigan organizations as well. MVU and MDOT engaged in a successful pilot in 2010 proving the effectiveness of the partnership and the ability to meet MDOT requirements. MVU is confident it can support MDOT in its online learning needs through the provision of the following tools and services as specified later in the contract:

- Verification and validation of business requirements to create an MDOT-branded subdomain of Michigan LearnPort
- Design, Development and Implementation Consultation
- Training and Documentation
- Maintenance and Support

The proposed software as a service, an MDOT-branded subdomain of the learning management system (LMS) Michigan LearnPort meets all components and services identified above. Note that some elements of the LMS are configurable by MDOT or by MVU. For purposes of this contract all customizations are fee-based changes to the LMS and will occur in a planned approach following principles of Change Management support by documentation and sign-off approvals.

Specific Requirements

The LMS, at a minimum, shall meet the following:

A. The contractor will provide and maintain a highly secure and reliable LMS, including technical support. Features to be included in the LMS are as follows:

1. The LMS will provide MDOT with the ability to track the following:
 - The total number of users registered
 - The users who have not taken a course
 - The users who have taken a course
 - Quiz results
 - The user's accumulative activity within the LMS starting from their initial registration
 - The user's accumulative scores from all courses
 - The number of times a user has taken a specific course
 - The number of courses a user has taken
 - The number of times a user has accessed the LMS
 - When users certifications and licenses will expire. (ie CDL, pesticide application, engineering, etc.)
 - What type and how many certifications a user has – both MDOT users and outside users
 - The number of MDOT users
 - The number of MDOT affiliated users (outside users)
 - The access rights and reporting rights of each user
 - Which users have not completed the course and/or instructor evaluation(s)
 - Which users have not completed mandatory courses



2. The contractor will provide MDOT with an accurate list of technical and browser environments required of end-users who are accessing the LMS and course resources hosted on MVU servers (see Appendix F for details). Contractor is not responsible for end-user connectivity issues outside of its data center, or end-user hardware, software, firewall or security issues that may prevent an end user from accessing contractor servers hosting the LMS.
3. The LMS will provide PED with the ability to allow all users to access any given course, video, document, information, etc., housed within the LMS an unlimited number of times.
4. The LMS will provide PED with the ability to upload content that was created using Lectora, Word, Power Point, Flash, HTML, Adobe Acrobat, Adobe Presenter, Jing, and Camtasia.
5. The LMS will provide PED with the ability to create timed classes.
6. The LMS will provide users with the ability to print class rosters to be used as sign-in and/or attendance sheets.
7. The LMS will provide PED with the ability to print the course and/or instructor evaluation(s).
8. The LMS will provide PED with the ability to allow access to a specific item(s) for a specified period of time.
9. The LMS will provide PED with the ability to house documents as resources for any given course, awareness, or any other general purpose as deemed necessary by MDOT/PED.
10. The LMS will provide PED with the ability to house documents as ongoing resources unrelated to courses.
11. The LMS will provide PED with the ability to select limited attendance for a course.
12. The LMS will provide users with the ability to create groups of users to attend a specific course(s).
13. The LMS will provide users with the ability to use reports to track courses, certificates, lessons, quizzes, tests and users.
14. The LMS will provide PED with the ability to create approval paths for enrollment (i.e. supervisor approving their employee).
15. The LMS will provide PED with the ability to assign specific user rights to any user.
16. The LMS will provide users with the ability to print complete training histories...including legacy data. Only if legacy data is migrated with historical data by a to-be-defined customization to the branded subdomain.
17. The LMS will provide users with the ability to update their password and selected data fields.
18. The LMS will provide MDOT with the ability to view and export the reports.
19. The LMS must be hosted on a secure web server.
20. The LMS must be SCORM 1.2 and 2004 and AICC compliant.
21. The LMS must meet or exceed 99% accessibility and operability 24/7/365.
22. The contractor will provide sufficient bandwidth at the hosting facility to accommodate all routine traffic for anticipated 3,000 users, plus some occasional spikes in traffic. As noted in Table 6, additional costs could be incurred when users, organizations and storage capacity exceeds stipulated thresholds.



23. The contractor will provide upgrades to the LMS as available.
Subject to limitations. This contract incorporates a branded sub-domain running under MVU's core domain instance of the LMS. Each update provided by our LMS vendor needs to be evaluated on the potential impact across the entire LMS customer base, including users from the core domain and all subdomains before MVU can make a deployment decision. In this Software as a Service Agreement, MVU retains the exclusive right to determine which updates will or will not be applied. MVU will consult all customers regarding the scheduling of any updates, with an effort to minimize any impact or disruption of the service.
24. Both MDOT and the contractor will abide by a non-disclosure agreement.
25. The LMS and its courses, documents, videos, etc., will be hosted by the contractor and will provide for 3,000 users to access the system via the web on any given day or time. As noted in Table 6, additional costs could be incurred when users, organizations and storage capacity exceeds stipulated thresholds.
- C. The contractor will implement an MDOT-branded portal within the LMS.
- The MDOT-branded portal must be able to provide a specific branded header, designed by MDOT, which will be present at the entry into the LMS for all users MDOT has granted access to. In addition, the MDOT-branded header needs to be carried through to all screens utilized by the MDOT-branded portal.
- D. The contractor will provide training, consultation and ongoing support to PED.

The contractor will provide clear identification and delineation of roles and responsibilities for day to day services. In addition, initial training will be outlined and provided to PED in order to ensure self-sufficiency in:

1. Management of the MDOT-branded portal within the LMS.
2. Administrative responsibilities including establishment of staff access levels and authority.
3. Implementation strategies including user registration, course and resource posting, and management.
4. Running reports.
5. User status tracking.
6. Retrieving, viewing, and printing a user's complete training history, including legacy data, as/if available.

A more detailed description of the services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

1.102 Out Of Scope

The following are out of the scope:

- Purchase of server/desktop hardware.
- Business process re-engineering services
- Guaranteed customizations of any kind as is described as possible in 1.001

1.103 Environment

The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE).



Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this contract must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The MDTMB Project Manager must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and MDTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

http://www.michigan.gov/documents/dmb/1310_183772_7.pdf

http://www.michigan.gov/documents/dmb/1310.02_183775_7.pdf

http://www.michigan.gov/documents/dmb/1325_193160_7.pdf

http://www.michigan.gov/documents/dmb/1335_193161_7.pdf

http://www.michigan.gov/documents/dmb/1340_193162_7.pdf

http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf

The State's security environment includes:

MDTMB Single Login.

MDTMB provided SQL security database.

Secured Socket Layers.

SecureID (State Security Standard for external network access and high risk Web systems)

MDTMB requires that its single - login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State's Project Manager and MDTMB Office of Enterprise Security.

IT Strategic Plan:

<http://www.michigan.gov/itstrategicplan>

IT eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

Agency Specific Technical Environment

The Agency's current technical environment, as it relates to the services being requested, includes:

- Operating Systems: Windows XP and Windows 7 (moving to Windows 2010)
- Database: Oracle 11g
- Browser: Internet Explorer 6.0
- Email and Calendar – Microsoft Outlook 2003 (moving to Outlook 2010)



Contractor must provide a detailed description of the infrastructure requirements as **Appendix F** for the equipment proposed. For example, the database, operating systems (including versions), and hardware required for maximum effectiveness of the software. Describe the proposed architecture, technology standards, and programming environment.

1.104 Work and Deliverables

This section includes:

I. Services (work) and Deliverables

II. Requirements (functional and technical)

The Contractor shall provide deliverables, services and staff, and otherwise do all things necessary or incidental to provide the functionality required for business operations, in accordance with the requirements as set forth below and in Appendices A and B. Proposals shall state how the stated requirements are/will be met.

I. Services (work) and Deliverables

A. Business Requirements and General System Requirements – Contractor will verify and validate the State's identified technical and functional requirements.

Deliverables:

1. Completed high-level requirements gathering with PED
2. Completed project planning with PED
3. Completed detailed technical and business requirements for MDOT-branded portal staging within the LMS
4. Completed required tasks needed to test the MDOT-branded portal and LMS
5. Completed revisions as identified and approved
6. Completed tasks to open the MDOT-branded portal and LMS
7. Completed tasks for usability testing
8. Completed tasks for user testing
9. Completed tasks for system testing
10. Completed tasks for scheduling and holding user acceptance testing

Customization Tasks

11. Completed tasks for data upload from OnTrack
12. Completed tasks for testing after data upload from OnTrack
13. Completed tasks for weekly upload from MIDB
14. Completed tasks for testing after weekly upload from MIDB
15. Completed tasks for data upload from Red Vector
16. Completed tasks for testing after data upload from Red Vector
17. Completed tasks for data upload from P/PMS, LearningBay, et al (other MDOT systems)

Acceptance Criteria

Acceptance criteria for Document Deliverables are listed in Section 1.501. Other listed documents must be supplied to State staff.

General Functional Requirements

LMS Reporting Features

MDOT requires the LMS to provide a series of reports. The minimum reports required are as follows:

1. Calendar Reports
 - a. Provide current course and calendar information.
 - b. Provide scheduling status of facilities.
 - c. Provide information and calendars for instructors.



2. Content Reports
 - a. Provide data on courses and content items by rating.
 - b. Provide data on site survey results.
 - c. Provide data on current site topics and associated content.
3. Mandatory Training Reports
 - a. Provide data on user progress in assigned courses during specified training periods for users in specified domains.
 - b. Provide data on report progress in assigned courses by date range.
 - c. Provide data on current status of users assigned to required courses.
 - d. Provide data on current status of users assigned to required courses and their recurrence period.
 - e. Provide data on user progress in assigned courses by date range.
4. User Related Training Reports
 - a. Provide a user's development record date.
 - b. Provide data on user's progress in assigned courses by date range.
 - c. Provide data about tests a user has taken.
 - d. Provide data on courses and curricula that a user has started and/or completed.
5. Professional Development
 - a. Provide data on user's professional development seat hours.
6. Test Reports
 - a. Provide data on test performance for users in specified domains.
 - b. Provide data on test performance for a manager's direct reports.
 - c. Provide data on test performance of users by organization.
 - d. Provide data on items within SCORM-conformant test linked to online or classroom courses.
7. Course Related Training Reports
 - a. Provide data on course survey results.
 - b. Provide data on course-specific records by course or user.
 - c. Provide data on user's progress in a curriculum.
 - d. Provide data on course progress for users in a domain.
 - e. Provide profile or development record data for users who report directly to a manager.
 - f. Provide data on course progress for a manager's direct reports.
 - g. Provide data on course progress made by users in an organization.
 - h. Provide data on training and performance records of users by organization.
 - i. Provide summary of user's course progress by organization.
 - j. Provide data on users who have started/completed courses by organization.
 - k. Provide data on course activity for users by organization.
8. User reports.
 - a. Provide data on users in a domain and how they are assigned.
 - b. Provide data on users assigned to an organization.
 - c. Provide data on recent user access.
 - d. Provide data on users registered by organization.
 - e. Provide data on users who have accessed the site filtered by date range.

System Availability

Contractor must provide specifications on system availability and operability as it relates to the following:

1. The LMS must meet or exceed 99% accessibility and operability 24/7/365.
2. The contractor will provide sufficient bandwidth at the hosting facility to accommodate all routine traffic plus some percentage of spike activity.

System Security

Contractor must complete steps and processes to ensure system security regarding the following items within 30 days of the contract start date.



1. Ensure the security of all files and data, including user enrollment information contained within the LMS and agrees that such files and data will not be released or sold to the public or to other entities at any time before, during or after the expiration of the contract.
2. Provide and maintain a highly secure, reliable infrastructure supported by experienced technical staff. The contractor will make all reasonable efforts to bring about the timely correction of any and all reported problems affecting the LMS.
3. Must have a disaster recovery plan in place.

Contractor now agrees to all provisions of this section. Our websites use security measures that we believe are reasonably designed to protect against the loss, misuse, and alteration of the information under our control. Personal information is stored in a restricted access, secured database and only MVU staff or other authorized personnel supporting your enrollment or Services are authorized to have access to that database. MVU employs security measures and industry-standard encryption for all online purchases. All users are strongly advised to use Web browsers with 128-bit or better encryption features. Disaster recovery plan is in place.

Future Upgrades

Contractor must complete the following steps and processes to accomplish future upgrades regarding the following items throughout duration of the contract.

1. To make available, at no charge, all new releases and bug fixes to the existing LMS and infrastructure throughout the course of the contract.

Subject to limitations. This solution incorporates a branded sub-domain running under MVU's core domain instance of the LMS. Each update provided by our LMS vendor shall be evaluated on the potential impact across the entire LMS customer base, including users from the core domain and all subdomains before MVU can make a deployment decision. In this Software as a Service Agreement, MVU retains the exclusive right to determine which updates will or will not be applied. MVU will consult all customers regarding the scheduling of any updates, with an effort to minimize any impact or disruption of the service. Additional fees shall accrue to customizations when system upgrades occur and will be relayed by the vendor to the client well in advance.

C. Implementation and Documentation

Contractor will provide secure access to the web-based, 3rd party hosted, learning management system (LMS).

Deliverables

1. Implementation of an MDOT-branded portal into the LMS
2. Original, out-of-the-box Meridian Global End User Manual (Electronic), as supplied by MKSI.

Acceptance Criteria

The LMS must be tested, implemented, all successfully, before acceptance, as described in the preliminary project plan and will be phased based on achievement of project deliverables.

D. Design, Development and Implementation

Contractor will provide all necessary services to fully design, develop and implement the MDOT-branded portal and the web-based LMS for MDOT use as activities described below.

- a. Design and Development of the MDOT-branded portal and the web-based LMS to meet contract requirements

Contractor will make the necessary modifications through Configuration and Customization of the LMS and to meet the requirements specified in this contract and its appendixes.

Implementation Activities

- b. Data Conversion

Contractor and MDOT will investigate the following data file conversions:



- **System Title:** OnTrack for Training (SumTotal – Oracle v 11g)
Description: Conversion would consist of mapping fields from OnTrack for Training to the new LMS and copying over all data, current and historical, to the new system.
 See Appendix A sections 2,3,4, 5 for more detail of the required fields needing to be converted.
 Currently, OnTrack for Training is an Oracle 11g database, with additional log files as well.

c. Integration

Contractor and MDOT will investigate the following integrations:

- Integrate with MIDB, the State of Michigan's employee information system, for weekly data uploads.

E. Training and Documentation

Overview

Contractor shall provide training and documentation on the LMS for MDOT/PED staff and any other MDOT staff as identified.

Contractor shall provide all documentation resulting from upgrades and new versions of the LMS at no additional charge during the term of the Contract.

The State may request additional training sessions using the bank of hours provided in **Appendix D**, that may result from upgrades and new versions of the LMS that affect end-user functionality.

1. All documentation must be available in electronic format, and delivered via email to MDOT.
2. All documentation shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
3. The Vendor must notify the State of any discrepancies or errors outlined in the system, user, technical and operations documentation.

	Training Deliverable	Document Deliverable	Contractor Approach:
1	Contractor will provide: Train the Trainer Training sessions in Lansing, MI for MDOT PL's/TC's as well as PED staff.	Contractor will provide <u>train the trainer documentation</u> for MDOT PL's/TC's as well as PED staff. In addition, Contractor must provide all training documentation electronically.	MVU will deliver three trainings with agendas approved prior to delivery. The first training will serve the Train the Trainer needs as it focuses on general overall operations from a user perspective.
2	Contractor will provide: Technical Training for MDOT staff who will be working with the Contractor to plan for configuration of the application, including establishing interfaces, data conversion, customization, and upgrading the software	Contractor will provide <u>technical training documentation</u> for MDOT staff. In addition, Contractor must provide all documentation electronically.	<p>The second and third of the trainings MVU will deliver (with an agenda approved prior to delivery) is called the Domain Administrator (DA) training and the Content Administrator (CA) training. The DA training will focus the tools, functionality and features the DA will use to manage the system, including reporting.</p> <p>The CA training will focus on the use, management and reporting on all content elements in the MDOT-branded subdomain.</p> <p>No MDOT personnel will engage with the LMS's database, convert data or upgrade the software, which are all actions MVU will perform.</p>



	Training Deliverable	Document Deliverable	Contractor Approach:
3	Contractor will provide: System Administration Training for MDOT staff who will be responsible for ongoing domain administration of the system, including security.	Contractor will provide any additional training materials for MDOT staff that is not included in previous documentation. In addition, Contractor must provide this documentation electronically.	The DA training noted above touches on the administrative operations of the MDOT-branded subdomain. Security is managed by MVU.

Acceptance Criteria

Acceptance criteria for Document Deliverables are listed in Section 1.501.

MDOT/PED will be trained in the following:

- posting, offering, and managing courses and participant records
- managing the MDOT-branded portal within the LMS
- establishing user access levels and rights
- user registration and course and resource posting and management
- running reports
- tracking user status
- uploading content
- deleting content
- accessing user records
- printing user training histories

Contractor must provide training documentation on how the LMS functions. All training manuals, training plans and other documentation provided become the property of MDOT, except as noted below. Training documents requested are as follows:

1. Original, out-of-the-box Meridian Global End User Manual (Electronic), as supplied by MKSI. MKSI retains ownership of their original documentation.

H. Maintenance and Support

By mutual annual written agreement, contractor will provide Maintenance and Support and Help Desk Support as defined in the previous sections. The maintenance and support will be for five years followed by five optional years at the State's discretion.

II. Requirements

Appendix A - Functional Requirements – Functional requirements for the application are listed in Appendix A. Contractor has identified areas of non-compliance as noted in Appendix A.

Appendix B - Technical Requirements – Technical requirements for the application are found in Appendix B. Contractor has identified areas of non-compliance as noted in Appendix B.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

A. Contractor Staff

The Contractor will identify a Single Point of Contact (SPOC). The duties of the **SPOC** shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising MDOT and PED of performance under the terms and conditions of the Contract.



MDOT and PED reserve the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

The Contractor will provide a Project Manager to work closely with the designated personnel from MDOT/PED to insure a smooth transition to the new system. The project manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager/technical lead responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

MVU SPOC is as follows:

Kirby Milton
VP Operations
MVU Contracting Officer
Single Point of Contact / Final Authority for the work
Michigan Virtual University
3101 Technology Blvd., Suite G
Lansing, MI 48910
Phone: 517.324.5350
Fax: 517.336.7787
Email: kmilton@mivu.org

MVU Technical Lead

Jason Marentette, Technical Lead
Manager, Learning Services & Applications
Michigan Virtual University
3101 Technology Blvd., Suite G
Lansing, MI 48910
Phone: 517.324.5372
Fax: 517.336.7787
Email: jasonm@mivu.org

MVU Project Manager

Elizabeth Elliott
Senior Project Manager – Prime Responsibility
Michigan Virtual University
3101 Technology Blvd., Suite G
Lansing, MI 48910



Phone: 517.664.5467
 Fax: 517.336.7787
 Email: eelliott@mivu.org

B. On Site Work Requirements

1. Location of Work

- a. The work is to be performed, completed, and managed at the following location(s):

Contractor's Office
 Michigan Virtual University
 3101 Technology Blvd., Suite G
 Lansing, MI 48910

Liquidweb
 Datacenter Three
 2703 Ena Dr.
 Lansing, MI 48917

2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

1.202 State Staff, Roles, and Responsibilities

The State will provide the following resources for the Contractor's use on this project, if deemed necessary by MDOT/PED:

- Work space
- PC workstation
- Printer
- Access to copiers and fax machine

The State project team will consist of project support and a MDOT project manager.

State Project Manager (MDOT)

MDOT will provide a Project Manager. MDOT will work with the Contractor in determining the configuration of the MDOT-branded portal into the web-based LMS.

The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements



- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title
Kristie Cheadle	Michigan Department of Transportation	Project Manager
Bertha Chester	Michigan Department of Transportation	Technical Lead/SME

1.300 Project Plan

1.301 Project Plan Management

The preliminary Project Plan as submitted for this contract will serve as the basis of the working project plan that will be monitored and updated.

B. Orientation Meeting

1. Upon ten (10) calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract.
2. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor.
3. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

C. Performance Review Meetings

1. The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract.
2. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor.
3. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

D. Project Control

1. The Contractor will carry out this project under the direction and control of MDOT.
 - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract.

1.302 Reports

Reporting formats must be submitted to the State's Project Manager for approval within 20 business days after the execution of the contract. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Contractor must provide at a minimum the following reports:

- Weekly Project Status
- Updated Project Plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable Status
- Schedule Status
- Action Item Status
- Issues
- Change Control

1.400 Project Management

1.401 Issue Management

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.



The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Project Managers

Level 2 – Executive Subject Matter Experts (SME's)

1.402 Risk Management

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

1.403 Change Management

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Office of Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State while the migration is underway.



The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

1.500 Acceptance

1.501 Criteria

Document Deliverables

1. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
2. Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product.
3. Draft documents are not accepted as final deliverables.
4. The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices.
5. MDOT will review documents within a mutually agreed upon timeframe.
 - a. Approvals will be written and signed by MDOT Project Manager.
 - b. Unacceptable issues will be documented and submitted to the Contractor.

1.502 Final Acceptance

Final acceptance is based on completion of Deliverables 1-9. expressly conditioned upon completion of ALL deliverables/milestones, completion of ALL tasks in the project plan as approved, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements. All acceptance will be on a phased basis as stipulated in the preliminary project plan.

1.600 Compensation and Payment

1.601 Compensation And Payment

Method of Payment

The project will be paid as fixed price, deliverables based contract, as defined by the payment milestones as defined in the preliminary project plan.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc.
Travel time will not be reimbursed.

As part of preparing the cost tables, Contractor must identify all information related, directly or indirectly, to the Contractor's proposed charges for services and deliverables including, but not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

Invoicing and Payment

Contractor will submit properly itemized invoices to MDIT – Procurement to the “Bill To” Address on Purchase Order.

Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/equipment, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;



- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discounts.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

Acceptance and Payment Milestones

Year One (July 1, 2013 to June 30, 2014)

July 15, 2013	Award Payment	25% Set Up Costs	\$12,500
October 1, 2013	Completion of Planning & Implementation Phases	50% Set Up Costs	\$25,000
January 3, 2014	Maintenance Phase Launch	25% Set Up Costs	\$12,500
June 4, 2014	Completion		
	Evaluation & Review Phase	100% Operations Fee	<u>\$25,000</u>
		Total	\$75,000

Year Two (July 1, 2014 to June 30, 2015)

August 1, 2014	Annual Operation Fee	100% Operations Fee	\$50,000*
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Year Three (July 1, 2015 to June 30, 2016)

August 1, 2015	Annual Operation Fee	100% Operations Fee	\$50,000*
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Year Four (July 1, 2016 to June 30, 2017)

August 1, 2016	Annual Operation Fee	100% Operations Fee	\$50,000*
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Year Five (July 1, 2017 to June 30, 2018)

August 1, 2017	Annual Operation Fee	100% Operations Fee	\$50,000*
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*MVU is willing to accept a monthly or quarterly EFT payment schedule for years Two through Five.

Statements of Work and Issuance of Purchase Orders

Invoices will be issued by MVU to MDOT, citing the contract page number, item for payment, and milestone(s)/deliverable(s) accomplished for payment. These will be issued monthly or on an "as completed" basis.

- The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

1.602 Holdback - RESERVED



Article 2. Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of five (5) years beginning July 1, 2013 through June 30, 2018. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to five (5) additional one (1) year periods.

2.003 Legal Effect

Contractor accepts this Contract by signing two copies of the Contract and returning them to the DTMB-Procurement. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.

**2.007 Headings**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

2.020 Contract Administration**2.021 Issuing Office**

This Contract is issued by the Department of Technology, Management and Budget, Procurement and Department of Transportation (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The DTMB-Procurement Contract Administrator for this Contract is:

Joe Kelly, Buyer
Procurement
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Kellyj11@michigan.gov
517-373-3993

2.022 Contract Compliance Inspector-reserved**2.023 Project Manager**

The following individual will oversee the project:



Kristie Cheadle
MDOT/Bureau of Highway Development
425 W. Ottawa Street
Lansing, MI 48933
517-241-4697
CheadleK@michigan.gov
Fax # 517-241-2833

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan
Procurement
Attention: Joe Kelly
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor: See contact information for SPOC.

Either party may change its address where notices are to be sent by giving notice according to this Section.

**2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions**2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

**2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions**2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract.

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.



- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Procurement, Department of Management & Budget. This activity shall occur only upon the specific written direction from DTMB-Procurement.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) shall mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

**2.050 Taxes****2.051 Employment Taxes**

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.



- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

**2.068 Contractor Return of State Equipment/Resources**

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor**2.071 Contractor full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Procurement has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.



2.080 State Responsibilities

2.081 Equipment

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

Contractor indicates no space at State of Michigan offices is necessary to fulfill this SaaS contract.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, while on a State of Michigan worksite or inside a state system, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA Security Standard

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.



(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of



confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and



monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not



- knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
 - (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
 - (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
 - (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Procurement.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title - RESERVED

2.125 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it shall maintain the equipment/system(s) in good operating condition and shall undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within 10 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.



The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.126 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order pursuant to **Section 2.024**.

2.128 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☒ below:



- ☒ 1. Commercial General Liability with the following minimum coverage:
 \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 \$2,000,000 Products/Completed Operations Aggregate Limit
 \$1,000,000 Personal & Advertising Injury Limit
 \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☒ 4. Employers liability insurance with the following minimum limits:
 \$100,000 each accident
 \$100,000 each employee by disease
 \$500,000 aggregate disease

- ☒ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of two hundred and fifty thousand dollars (\$250,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- ☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of three million dollars (\$3,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- ☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

- ☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without



limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-Procurement, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Procurement, Department of Technology, Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.



2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract; or (iv) any copyright infringement claims on any MDOT-created content.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the



Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.



- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.
- (d) Upon effective date of termination, all MDOT access to the SaaS LMS will also be terminated.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point



under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) ~~transfer title in, and~~ deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.
- (d) No title in any of the SaaS provided LMS software or hardware will be transferred at any time including on termination.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.16** before it terminates the Contract.

2.170 Transition Responsibilities



2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 90 days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 Contractor Personnel Transition

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

For all sections, 2.171 through 2.176, no title in any of the SaaS provided LMS software or hardware will be transferred at any time including on termination or transition.



2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

(1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.



- (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- (3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (4) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.
- (c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.



2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 Prevailing Wage

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered



by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Procurement.
 - (2) Contractor shall also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify DTMB-Procurement within 30 days whenever changes to company affiliations occur.



2.232 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers whenever that information is requested.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreement (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.



- (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 Liquidated Damages - RESERVED

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.



2.250 Approval of Deliverables

2.251 Delivery of Deliverables

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

As a SaaS model, MVU is not delivering software.

2.252 Contractor System Testing

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

As a SaaS model, MVU is not building custom software under this contract; provisions in this section do not apply.



2.253 Approval of Deliverables, In General

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.



2.254 Process for Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.255 Process for Approval of Custom Software Deliverables

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.



2.256 Final Acceptance

“Final Acceptance” shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 Ownership of Work Product by State

The State owns all Deliverables, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State’s request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

Contractor’s license with vendor-partner, MKSI for the LMS is unassignable. Contractor does not grant ownership under this SaaS contract. This contract is explicitly not a work-made-for-hire contract.

2.263 Rights in Data

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State’s data for any purpose other than providing the Services, nor will any part of the State’s data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State’s data. Contractor will not possess or assert any lien or other right against the State’s data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor’s data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State’s sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.



Ownership of SaaS LMS resides with MVU for the duration of this contract and beyond.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

SaaS LMS is provided to MDOT as is not subject to State standards.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/dit/service>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MiDEAL (Michigan Delivery Extended Agreements Locally-RESERVED)

2.282 State Employee Purchases-RESERVED

2.283 COOPERATIVE PURCHASING-RESERVED

MVU states that extended purchasing is not a provision of the SaaS contract with MDOT.

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health,



natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Deliverables

2.301 Software

A list of the items of software the State is required to purchase for executing the Contract is attached at Appendix F. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where



agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State.

2.302 Hardware

A list of the items of hardware the State is required to purchase for executing the Contract is attached. The list includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). The attachment also identifies certain items of hardware to be provided by the State.

2.310 Software Warranties

2.311 Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 No Surreptitious Code Warranty - RESERVED

2.313 Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.314 Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

MVU warrants the Meridian Global will be used to provide the SaaS LMS.

2.315 Physical Media Warranty

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this



warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.320 Software Licensing

2.321 Cross-License, Deliverables Only, License to Contractor

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and exercise its full rights in the Deliverables, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables.

2.322 Cross-License, Deliverables and Derivative Work, License to Contractor

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables and/or Derivative Work.

2.323 License Back to the State

Unless otherwise specifically agreed to by the State, before initiating the preparation of any Deliverable that is a Derivative of a preexisting work, the Contractor shall cause the State to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.



Appendix A - Functional Requirements

The following table states functional requirements for the system. Functional requirements identify what the product or system must do to enable performance of work tasks. The columns in the shaded area of the table below are to be completed by the Contractor as part of your response to the Request for Proposals. The Bidder response to each requirement should contain adequate information for evaluation by the JEC without referencing other responses.

	FUNCTIONAL REQUIREMENTS	COMMENTS
1	General System The system must:	
1-03 (M)	Be able to import data from other sources	CONTINGENT UPON TYPE OF "DATA" REFERENCED AND DEFINITION OF "IMPORT"
	Have the ability to generate student transcripts	
1-05 (M)	Have the ability to archive students and classes	
1-06 (M)	Have the ability to wait-list students	
1-07 (M)	Provide a web-based learning management system with access for all MDOT employees and selected MDOT external partners.	
1-08 (M)	Have the ability to launch and deliver classes online.	
1-09 (M)	Manage and track virtual classroom events, to include: <ul style="list-style-type: none"> ▪ traditional classroom, ▪ self-directed on-line, ▪ instructor-led online, ▪ web-based, ▪ video-delivered 	MOST OF THE LISTED EVENT TYPES ARE INCLUDED IN THE SYSTEM WITH THE EXCEPTION OF "VIDEO-DELIVERED." THE LMS MAKES AVAILABLE THESE CONTENT TYPES: AICC, SCORM 1.2, SCORM 2004, GENERAL COURSES, AND CLASSROOM COURSES. OTHER TYPES INCLUDE BUNDLES, CURRICULUMS, SUBSCRIPTIONS AND TESTS. ALL ITEMS CITED HERE CAN BE MANAGED AND TRACKED IN REPORTS.
1-10 (M)	Track training history for each user and make it available online.	
1-11 (M)	Manage students on wait-lists for classes	
1-12 (M)	Track results from third-party online classes	
1-13 (M)	Provide online and printable reports. <ul style="list-style-type: none"> ▪ The State must be able to control what information appears on the report. 	PREDEFINED SETTINGS CONTROL THE 60 STANDARD REPORTS IN THE LMS. THE STATE CANNOT CHANGE WHAT INFORMATION APPEARS IN A REPORT UNLESS A REPORT IS IMPORTED INTO EXCEL AND EDITED IN THAT TOOL.
1-14 (M)	Track curricula	
1-15 (M)	Have the ability to link to external personnel systems (ie HRMN, MIDB)	DEPENDS ON THE DEFINITION OF "LINK." URLS ARE USED THROUGHOUT THE SYSTEM. IF THIS REFERS TO AN 'INTEGRATION,' BIDDER WILL PERFORM A THOROUGH PROCESS OF GATHERING REQUIREMENTS, PROPOSING A SOLUTION TO ACCOMPLISH DESIRED OUTCOMES, PROVIDE PRICING, SECURE APPROVALS AND THEN BUILD, TEST AND IMPLEMENT SOLUTION.
1-16 (M)	Create and deliver training evaluations. Create and deliver training assessments.	



FUNCTIONAL REQUIREMENTS		COMMENTS
1-17 (M)	Provide web access for all MDOT employees to the training catalog, curriculums, personal development plans and transcripts	
1-18 (M)	Have a single repository for all staff training needs and history	SUPPOSES THIS REFERS TO INFORMATION CREATED FROM GO-LIVE DATE FORWARD AND ALSO DEPENDENT ON DETAILS OF HISTORICAL DATA'S MIGRATION. ALSO INCLUDES USER-ENTERED DATA FOR LEARNING EARNED OUTSIDE THE LMS.
2	<i>Trainee information screens must provide the following:</i>	NB: NO SUCH THING AS A "TRAINEE INFORMATION SCREEN." LMS CONTAINS SIMILAR INFORMATION IN USER PROFILE.
2-02 (M)	Employee name Last, First, Middle initial	
2-07 (M)	Title/Position	
2-08 (M)	Position Code	INFORMATION COULD BE HOUSED IN FREE FORM TEXT FIELDS IN USER PROFILE
2-09 (M)	Special needs indicator	INFORMATION COULD BE HOUSED IN FREE FORM TEXT FIELDS IN USER PROFILE
2-10 (M)	(Reserve for future use)	PER QUESTION ANSWER PROVIDED BY STATE, "THIS IS TO ALLOW SPACE FOR SUPPLEMENTAL INFORMATION THAT WILL BE KEYED IN BY THE EMPLOYEE IN THEIR OWN DEVELOPMENT/TRAINING HISTORY OR GENERAL INFORMATION SECTION." USERS HAVE THE ABILITY TO ADD DATA ABOUT TRAINING TAKEN OUTSIDE THE LMS IN THE PERSONAL LEARNING EVENTS SECTION IN THE USER TRANSCRIPT. ABILITY TO ADD MORE INFORMATION ELSEWHERE IN THE SYSTEM IS LIMITED. THERE IS NO "GENERAL INFORMATION SECTION" IN THE LMS.
2-11 (M)	Organization	
2-12 (M)	(Reserve for future use)	SEE ANSWER 2-10 ABOVE
2-15 (M)	Office Mailing Address	
2-16 (M)	Phone number	
2-17 (M)	FAX number	
2-18 (M)	E-mail address	
2-19 (M)	Supervisor Name	
2-20 (M)	Supervisor E-Mail	
2-21 (M)	Is an instructor? (make this a Yes No checkbox)	INFORMATION APPEARS ELSEWHERE IN LMS
2-25 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE
2-26 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE



FUNCTIONAL REQUIREMENTS		COMMENTS
2-27 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE
2-28 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE
2-29 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE
2-30 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE
2-31 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE
2-32 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE
2-33 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE
2-34 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE
2-35 (M)	Reserve for future use to capture professional development data and other information.	SEE ANSWER 2-10 ABOVE
3	<i>The class information screen must have the following fields:</i>	NB: NO SUCH THING AS A "CLASS INFORMATION SCREEN." LMS CONTAINS SIMILAR INFORMATION IN COURSE CATALOG AND CONTENT MANAGEMENT SCREENS. VISIBLE ITEMS DEPEND ON USER ROLE AND PERMISSIONS.
3-01 (M)	(Reserve for future use)	
3-02 (M)	Course Code	
3-03 (M)	(Reserve for future use)	SEE ANSWER 2-10 ABOVE
3-05 (M)	Class Start Date	
3-06 (M)	Class End Date	
3-07 (M)	Sessions	
3-08 (M)	Last Date to Cancel	



FUNCTIONAL REQUIREMENTS		COMMENTS
3-09 (M)	Start Time	
3-10 (M)	End Time	
3-11 (M)	Class Hours per Day	
3-12 (M)	Days	
3-13 (M)	Second start date	
3-14 (M)	Second start time	
3-15 (M)	Instructor #1	
3-18 (M)	Instructor #1 phone	
3-19 (M)	(Reserve for future use)	SEE ANSWER 2-10 ABOVE
3-22 (M)	Minimum Class Capacity	
3-23 (M)	Maximum Class Capacity	
3-24 (M)	Training Site Name	
3-25 (M)	Site Contact person	
3-26 (M)	Site Street Address	
3-27 (M)	(Reserve for future use)	SEE ANSWER 2-10 ABOVE
3-28 (M)	Site City	
3-29 (M)	Site State	
3-30 (M)	Site Phone	
3-31 (M)	Site FAX	
3-32 (M)	Class Owner	
3-33 (M)	(Reserved for future use)	SEE ANSWER 2-10 ABOVE
3-35 (M)	Webinar Indicator	
3-36 (M)	Online Indicator	



FUNCTIONAL REQUIREMENTS		COMMENTS
3-38 (M)	Classroom/Traditional Indicator	
4	<i>The registration screens must collect the following:</i>	
4-01 (M)	Student Name	
4-02 (M)	Actual Days Attended	
4-03 (M)	Registration Status	
4-04 (M)	Job Function\Title	
4-06 (M)	Work Phone	
4-08 (M)	Waitlist Position	
4-11 (M)	Status	
4-13 (M)	Score	
4-14 (M)	Online Score	DEPENDENT UPON COURSE DESIGN IN SCORM AND AICC FORMAT
4-15 (M)	Online Total Time	DEPENDENT UPON COURSE DESIGN IN SCORM AND AICC FORMAT
4-16 (M)	Online Last Time	DEPENDENT UPON COURSE DESIGN IN SCORM AND AICC FORMAT
4-17 (M)	Class Price	
4-18 (M)	(Reserve for future use)	SEE ANSWER 2-10 ABOVE
4-19 (M)	(Reserve for future use)	SEE ANSWER 2-10 ABOVE
4-20 (M)	(Reserve for future use)	SEE ANSWER 2-10 ABOVE
4-21 (M)	(Reserve for future use)	SEE ANSWER 2-10 ABOVE
4-22 (M)	Supervisor Approval	APPROVER CAN BE SOMEONE OTHER THAN "SUPERVISOR"
4-23 (M)	Date Imported	DATA EXISTS IN CONTENT MANAGEMENT SCREEN, NOT REGISTRATION SCREEN. DATE COULD BE CONTAINED IN COURSE TITLE TO ACHIEVE THIS REQUIREMENT.
5	<i>Scheduling:</i>	
5-01 (M)	Course Number	
5-02 (M)	Course Title	



FUNCTIONAL REQUIREMENTS		COMMENTS
5-03 (M)	Event Type (classroom, webinar, demo, online, other)	
5-04 (M)	Class Version (ie version 1, version 8)	
5-05 (M)	Start Date	
5-06 (M)	Start Time	
5-07 (M)	Day of Week (the day the class begins ie Wednesday)	
5-08 (M)	End Time	
5-09 (M)	End Date	
5-10 (M)	Time Zone	
5-11 (M)	City/State	
5-12 (M)	Facility (choice from multiple options ie Earle Learning Center, C & T, PTD)	
5-13 (M)	Instructor	
5-14 (M)	Special Equipment Required	IN FREE TEXT COMMENTS FIELD
5-15 (M)	Availability (ie class open, class full, class cancelled)	
5-16 (M)	Maximum number of participants	
5-17 (M)	Minimum number of participants	
5-18 (M)	Number of confirmed participants	
5-19 (M)	Number of participants on the Waitlist	
5-20 (M)	Enrollment Period	
5-22 (M)	Pre-requisites	
5-23 (M)	Notes	
5-24 (M)	Number of CEU's	
5-25 (M)	Number of in-class hours	
5-26 (M)	Training type (ie technical, mandatory, soft-skill)	BASED ON PREDEFINED CONTENT TYPES. FOR EXAMPLE, MANDATORY EXISTS IN SYSTEM, BUT SOFT-SKILL DOES NOT. ADDITION OF KEY WORDS MAY ENABLE MEETING THIS REQUIREMENT.



Appendix B - Technical Requirements

The following table states technical requirements for the system. The columns in the shaded area of the table below are to be completed by the Contractor as part of your response to the Request for Proposals.

	TECHNICAL REQUIREMENTS	YES	YES WITH MOD	NO	COMMENTS
1	System Architecture				
1-01 (M)	The system employs a browser-based architecture.	X			
1-02 (M)	The system places no limit on record size.	X			
1-03 (M)	The system is accessible via modern web browsers including, but not limited to: IE7, FireFox, Safari, Opera, Google Chrome.			X	LMS SUPPORTS INTERNET EXPLORER AND FIREFOX ONLY.
1-04 (M)	The system is fully self-contained and capable of being operated by State staff with no dependency on Vendor services for its routine operation.	X			WITHIN THE LIMITS OF FUNCTIONALITY AVAILABLE TO THE DOMAIN ADMINISTRATOR ROLE. VENDOR WILL BE NEEDED FOR CUSTOMIZATIONS, UPGRADES, CONSULTING, ETC.
1-05 (M)	The systems database is compatible with the SOM's relational database management system.			X	AS A SOFTWARE AS A SERVICE SOLUTION, DATABASE COMPATIBILITY IS NOT RELEVANT. NAME OF SOM'S RDB MANAGEMENT SYSTEM PROVIDED.
1-08 (O)	The system keeps a log of each transaction which alters the database. Logs are date and time stamped to allow the system to reconstruct activity for any period.	X			BIDDER'S PROCESSES AND PROCEDURES ENSURE A TRANSACTION LOG IS CREATED AND SAVED. THIS IS NOT A RESIDENT FEATURE OF THE LMS ITSELF.
2	Software Licensing				
2-01 (M)	The software license is for perpetual use for a fixed fee without additional royalties or service fees, except for ongoing software maintenance.	X			THE SOFTWARE LICENSE IS A FIXED, ANNUAL FEE. ADDITIONAL COSTS WOULD BE INCURRED FOR OUT OF SCOPE ITEMS LIKE CUSTOMIZATIONS OR EXCEEDING STORAGE LIMITS.
4	RDBMS / Applications / Database Management				
4-01 (M)	The system is compatible with SOM's standard relational database management system.			X	AS A SOFTWARE AS A SERVICE SOLUTION, DATABASE COMPATIBILITY IS NOT RELEVANT. NAME OF SOM'S RDB MANAGEMENT SYSTEM PROVIDED.
4-02 (M)	Full-text indexing and a full-text database search feature are available to provide easy retrieval of records.			X	ONLY MVU STAFF WILL HAVE DIRECT ACCESS TO LMS DATABASE.
5	Security				
5-01 (M)	All computer information systems and applications operate in a secure manner and comply with State and federal security standards and regulations including the DIT 1350 Enterprise Security Policy and the 1410.7 Michigan State Government Network Security Policy as found on the website: http://www.michigan.gov/dit/0,1607,7-139-30639_30655---,00.html			X	AS A SOFTWARE AS A SERVICE SOLUTION THAT RUNS IN A SECURE DATACENTER, SOM COMPATIBILITY WITH SECURITY POLICY IS NOT APPLICATION. BIDDER CAN SUPPLY MORE INFORMATION ABOUT SECURITY STANDARDS IN PLACE IF CONTRACT IS AWARDED.
5-02 (M)	The system must ensure that the integrity and confidentiality of data is protected by safeguards to prevent release of information without proper	X			



	TECHNICAL REQUIREMENTS	YES	YES WITH MOD	NO	COMMENTS
	consent.				
6	Security / Access Control				
6-01 (M)	The system provides security at database, workstation, and individual operator levels.	x			
6-02 (M)	The system provides secure access control based upon unique user login, for types of record (e.g., fund, order) as well as by function performed upon the record (e.g., Display, Add, Edit, Delete.)	x			
6-03 (M)	The system checks each user's access privileges at login, and automatically disable or enables client functions (in real time) based upon the user's profile	x			
6-04 (M)	The system provides varying levels of access within the application, such as administrators, view only, or scheduling only.	x			
7	Security/Password Controls				
7-01 (M)	The system provides an enforced minimum length for passwords.	x			
7-03 (M)	The system provides users with the capability to change their own passwords.	x			
7-04 (M)	The system disables user ID's after a specified number (3) of consecutive invalid login attempts.			x	
7-05 (M)	The system enters passwords in a non-display field.	x			
7-06 (M)	The system encrypts passwords when they are routed over the network.	x			
7-07 (M)	The system encrypts passwords in system storage.	x			
8	Security/Activity Logging				
8-02 (M)	The system maintains an audit trail of all security maintenance performed by date, time, user ID, device and location, with easy access to information.	x			
9	Software Package Specifications				AS A SOFTWARE AS A SERVICE SOLUTION, INSTALLATION OF SOFTWARE WILL NOT OCCUR AND IS NOT RELEVANT.
9-01 (M)	The software uses a current relational database management system (ie Oracle 11)	x			MICROSOFT SQL 5
9-02 (M)	The system will operate effectively on State hardware as defined by Vendor with Vendor-supplied upgrade recommendations	x			SYSTEM DOES NOT OPERATE ON STATE HARDWARE BEYOND WEB BROWSER ACCESS.
9-03 (M)	The system operates in a recognized industry standard operating environment.	x			
9-04 (M)	The system allows the State to access and update all necessary information to complete a transaction.			x	USERS MAY ACCESS AND UPDATE INFORMATION AVAILABLE TO THEIR PROFILE, AND DOMAIN ADMINISTRATOR HAVE ADDITIONAL ACCESS. ONLY MVU STAFF HAS ACCESS TO ALL INFORMATION



	TECHNICAL REQUIREMENTS	YES	YES WITH MOD	NO	COMMENTS
9-05 (M)	The system allows for the accurate and timely input and extraction of State data.	x			DEPENDING UPON USER ROLE AND DATA BEING INPUT, AND EXTRACTION MEANING 'REPORTING'.
9-07 (M)	The system provides identified data reporting capabilities.	x			
9-08 (M)	The system provides a Graphical User Interface (GUI) that is user-friendly and provides data, calculation, reporting, and communication capabilities to State users.	x			
9-12 (M)	All modules of the system are integrated and designed to work together using a single input and a common database with no redundant data entry or data storage.	x			
9-13 (M)	The system supports paperless processing through the use of electronic documents that are routed for electronic signatures through user-defined approval paths.	x			LMS DOES SUPPORT PAPERLESS PROCESSES, BUT THE LEVEL OF ROUTING DESCRIBED HERE LIKELY EXCEEDS LMS FUNCTIONALITY.
9-15 (M)	The system has the ability to accept and output transactions in standard electronic data interchange (EDI) formats.			x	MORE INFORMATION IS NEEDED. CURRENTLY CONFIGURED TO OPERATE WITH PAYPAL AS E-COMMERCE ENGINE.
9-16 (M)	The system has the ability to accept batch entry from external sources while ensuring the same edits and validations as the online system.	x			
9-17 (M)	Response times, at local and remote sites, for the major on-line processes stated above will meet business requirements.	x			PRIOR PILOT PROVED USABILITY BY REMOTE MDOT OFFICES
9-18 (M)	The system provides the capability of transferring data to and from the host/server to the client for processing on other software packages.	x			MOST DATA CAN BE EXPORTED TO HTML, PDF AND EXCEL FORMATS
9-19 (O)	The system provides the capability to access scanned images that are attached to various elements of the database.			x	MORE DETAILS ARE REQUIRED TO ANSWER ACCURATELY. FOR EXAMPLE, AN IMAGE IN A COURSE IS VISIBLE (SOMETIMES DEPENDENT ON OTHER SETTINGS). VIDEO FILES ARE TYPES OF 'IMAGE' FILES THE SYSTEM ALSO RECOGNIZES AND TRACKS.
10	Reporting				
10-01 (M)	The system delivers standard reports.	x			60 STANDARD REPORTS ARE AVAILABLE IN THE CORE DOMAIN.
10-02 (M)	The system includes ad-hoc query and reporting tools.	x			WITHIN THE LIMITS OF AVAILABLE FIELDS ONLY
10-04	The standard (e.g., regularly scheduled, recurring) reporting environment allows:				
10-04a (M)	Standard reports to be scheduled, executed, viewed on-line, printed (centrally or remotely) and dispersed (including the use of	x			PRINTING IS A USER DECISION



	TECHNICAL REQUIREMENTS	YES	YES WITH MOD	NO	COMMENTS
	report distribution management software)				
10-04b (M)	Offices and work locations to control which standard reports they do and do not receive.			X	REPORTING MANAGER DETERMINES SENDING. RECIPIENTS DO NOT. SELF-SELECTION OF AVAILABLE REPORTS ALSO CONTROLS REPORTING.
10-04c (M)	The State to control the information that appears on standard reports so that data security is maintained.			X	PREDEFINED REPORTING SETTINGS DETERMINE REPORT CONTENTS.
10-05	The system provides for:				
10-05a (M)	Methods for retaining and modifying previously built queries	X			WITHIN THE LIMITS OF AVAILABLE FIELDS, VIEWS CAN BE SAVED.
11	Audit Trail				ANSWERS HERE APPLY TO USER INFORMATION ONLY, NOT FINANCIAL DETAILS
11-01 (M)	The system enables the user to modify data entry transactions that have already been posted to the database while maintaining an audit trail of the change.	X			USERS MAY MODIFY THEIR OWN PROFILE AND THE SYSTEM DOES TRACK CHANGES TO CONTENT. NOTES FIELDS ALLOW USERS WITH PROPER PERMISSIONS TO INITIAL ACTIONS TAKEN IN SYSTEM IN SOME INSTANCES.
11-02 (M)	The system's internal control functionality ensures that the data entry and processing associated with a business event has been completed before updating the database.	X			
12	Edit and Validation Control				
13	Environment				
13-01	For any activities not performed on State sites or facilities, the Vendor will provide effective physical security measures for all proposed equipment sites, all processing and operations areas (including the mailroom), and secured storage areas through a card key or other comparable system. At a minimum, the Vendor will:	X			
13-01a (O)	Restrict perimeter access to equipment sites, State-specified processing and storage areas, and storage areas through a card key or other comparable system,	X			
13-01b (O)	Provide accountability control to record access attempts, including attempts of unauthorized access.	X			
13-02 (O)	Physical security shall include additional features designed to safeguard site(s) through required provision of fire retardant capabilities, as well as other electrical alarms, monitored by security personnel on a twenty-four (24) hours a day, seven (7) days a week basis.	X			
14	Interfaces				
14-01 (M)	The system has the ability to exchange data with other systems using the following mechanisms: online application to application, web services			X	BIDDER DOES NOT KNOW ABOUT THE SCOPE LMS'S ABILITY TO EXCHANGE DATA WITH ALL MECHANISMS LISTED.



	TECHNICAL REQUIREMENTS	YES	YES WITH MOD	NO	COMMENTS
	interface, FTP and SFTP, to and from magnetic media and using warehouse utilities to the State's data warehouse.				
14-02 (M)	The system must provide real-time data transfer of identified data.			X	CANNOT ANSWER WITHOUT IDENTIFIED DATA.
15	Capacity				
15-01 (M)	The system must be able to support the concurrent number of MDOT employees (approximately 3,500). Bidders should provide pricing for additional optional licenses in their price proposal (Appendix D) if applicable.	X			
16	System Auditing				
16-01 (O)	The system has the ability to maintain a historical record of all changes made to any item within the system (e.g., data element, business rule, process control, software program), the ID of the person or process that made the change, the before images of the affected data records, and the date and time the change was made.	X			
16-02 (O)	The system must ensure that all system events for software, hardware, interfaces, operating system, network, etc. are written to a system event log in a manner that facilitates debugging of all system problems.	X			
17	Error Handling				
17-01 (O)	The system must ensure that all errors are written to an error log.	X			
17-02 (O)	The system must allow for an administrator to view, filter, sort, and search the error log.	X			ONLY MVU STAFF WILL HAVE ACCESS TO SUCH DATA
17-03 (O)	The system must allow for an administrator to archive error log entries based upon user-defined criteria.	X			ONLY MVU STAFF WILL HAVE ACCESS TO SUCH DATA
18	Backup and Recovery				
18-02 (O)	The system has the ability to allow for continued use of the system during backup.	X			
18-03 (M)	The system has the ability to provide a complete backup and recovery process for all database tables and system files.	X			
18-04 (O)	The system has the ability to create on request backups.	X			
18-05 (O)	The back up and archival features of the system proposed can be initiated automatically or by manual request.	X			THESE FEATURES ARE MANAGED AND OPERATED BY MVU STAFF AND NOT A FUNCTION OF THE LMS ITSELF.
18-06	The system software and data must be			X	RESTORE OCCURS BETWEEN 1 AND 48 HOURS AFTER AN



	TECHNICAL REQUIREMENTS	YES	YES WITH MOD	NO	COMMENTS
(M)	able to be restored to its previous operational status within four (4) hours after initiation of recovery process				EVENT DEPENDING ON THE NATURE OF THE EVENT.
19	Maintenance				
19-05 (M)	The system maintenance program includes all future software/system updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining an annually renewable software support contract	X			MVU RESERVES THE RIGHT NOT TO RELEASE AN UPDATE IT DEEMS NONFUNCTIONAL TO THE SYSTEM. EXISTENCE OF AN UPDATE DOES NOT GUARANTEE APPLICATION OF THE UPDATE.
19-06 (M)	Help desk support is available from 7:00 AM - 7:00PM EST Monday through Friday, with escalation as necessary to senior technical/engineering staff, and then to higher management and/or senior management	X			MVU'S HELP DESK HOURS ARE AS FOLLOWS: MONDAY-FRIDAY: 7 A.M. TO MIDNIGHT SUNDAY: 5 P.M. TO 9 P.M. SATURDAY: NO SERVICE AVAILABLE ESCALATION PATHS FOR PROVIDED SERVICES WILL BE DOCUMENT DURING PROJECT
19-07 (M)	Calls for service will be returned within 2 hours			X	DEPENDENT ON THE NATURE OF THE SERVICE REQUESTED AND TIME SUBMITTED, A CALLBACK MAY BE SOONER OR LATER THAN TWO HOURS.
19-09 (O)	A Web-enabled help desk interface is provided at no additional cost	X			
19-11 (O)	Support is provided for superseded releases and back releases still in use by the State			X	YES FOR SUPERSEDED RELEASES, BUT NO BACK RELEASES WILL EVER OCCUR.
20	Additional Requirements				
20-02 (M)	No limit on record size	X			FOR USER DATA WITHIN LIMITS OF 3000 USERS SPECIFIED BY RFP
20-03 (M)	The system is self-contained and can be fully managed by State staff			X	AS A SOFTWARE AS A SERVICE SOLUTION, BIDDER IS RESPONSIBLE FOR FULL MANAGEMENT OF SYSTEM. MDOT STAFF WILL BE TRAINED IN FUNCTIONALITY THAT IS PERMITTED BY THEIR ROLES.
20-06 (M)	The system must offer a secure database connection, allow user access based on login, database passwords that change every 90 days or less			X	NO AUTOMATIC PASSWORD CHANGES EVERY 90 DAYS, USERS DO NOT CONNECT TO DATABASE BUT CONNECT TO APPLICATION OVER THE WEB
20-08 (M)	All email functions must be compatible with MS Outlook.				YES TO OUTLOOK, DEPENDENT UPON VERSION
20-09 (M)	In the event of a contract termination, the data will be returned to MDOT at the current DTMB standard, including patch version (ie Oracle x, patch y).				NO TO ORACLE. MVU WOULD PROVIDE SQL BACK UP FILE IN THE EVENT OF THE END OF THE PROJECT.



Appendix C – RESERVED



Appendix D - Cost Tables

MDOT will not exceed 5,000 users and other parameters identified herein.

Table 1: Summary of the Project Cost

Project Cost(s)	Cost (\$)	Comments
Business Requirements Give breakdown in Table 2	\$25,000	Ties to Preliminary Project Plan First Year Phases of Planning, Implementation and Testing
Remaining Year 1 Deliverables Completion	\$15,000	Ties to Preliminary Project Plan First Year Phases Maintenance and Evaluation
Software (includes COTS and any third party software) Give breakdown in Table 4	NA	
Design, Development, Implementation (New Application or Customization of COTS Data conversion, data migration, interfaces/integration, testing) Give breakdown in Table 5	TBD	All customizations, data migration planned documented and delivered at MDOT cost
Training and Documentation Give breakdown in Table 6	\$10,000	
Software Maintenance and Support (Base Years Costs Only) Give breakdown in Table 7	\$225,000	Annual Operations Costs Year 1: \$25,000 Year 2: \$50,000 Year 3: \$50,000 Year 4: \$50,000 Year 5: \$50,000
Other Costs Provide all additional costs that are not identified in tables 1-8.	TBD	
Total Project Cost	\$275,000+	

+See additional details in Tables 5 and 7 below.

MVU Pricing Plan Overview

The MVU solution will implement the requested MDOT-branded subdomain of Michigan LearnPort to allow delivery, tracking and management of online content and users with the following pricing:

First Year — Set-up Phase: \$50,000 + Operation Phase \$25,000 for a first year total of \$75,000.

Second Year — Operational Costs: \$50,000

Third Year — Operational Costs: \$50,000

Fourth Year — Operational Costs: \$50,000

Fifth Year — Operational Costs: \$50,000

See Appendix E, Preliminary Project Plan, for more details



Table 2: Business Requirements

Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
Business Requirements <i>(facilitated sessions, validation and verification of requirements)</i>	Technical Lead, Project Manager, LMS Administrator Administrative Assistant	250	\$25,000	Rates, roles and task delivery and support to achieve Planning, Implementation and Testing Phases of the proposed project, as described on the Preliminary Project Plan below.
Total Cost			\$25,000	

Table 3: Breakdown of Software Licenses – including COTS and all Third Party Software Costs and Software Documentation

Software license(s)	Product Name and Version	QTY (Number of Licenses)	License Type (ie: Enterprise, server, or per user)	Total Cost (\$)	Comments (Description of licensing)
Software Deliverables					
Bidders to list all software that is required for the proposed solution.....					
Documentation Deliverables					
Installation Procedure Documentation	N/A	N/A	N/A		
End User Manual (Electronic)		1		500	
Technical Manual (Electronic)		1		500	
Data Element Dictionary (Electronic)					
Other (List):					
Total Cost				\$1000	

**Table 4: New Application or Customization of COTS - Design, Development and Implementation Costs**

Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
Design and Development of the Solution to Meet RFP Requirements	Technical Lead Project Manager LMS Administrator IT Applications Specialist Administrative Assistant			Hours are already accounted for in Planning, Implementation and Testing Phases of the proposed plan.
Implementation Activities (see below):				
Data Conversion	TBD		\$	
Integration	TBD		\$	
Testing	Included in Pricing		\$	
Total Cost			\$ TBD	

Table 5: Breakdown of Training and Documentation Cost

Training cost and Documentation	Cost (\$)	Comments
Train the Trainer Session(s)	\$3000	Training delivered to point of MDOT staff achieving full understanding of User Role
Train the Trainer Documentation (Table 4)	\$500	
Domain Manager Training Session(s)	\$3000	Training delivered to point of MDOT staff achieving full understanding of Domain Manager Role
Domain Manager Documentation (Table 4)	\$500	
Content Manager Training Session(s)	\$3000	Training delivered to point of MDOT staff achieving full understanding of Content Manager Role
Content Manager Training Documentation	---	Details contained in Domain Manager Documentation
Other (List):		
Total Cost	\$10,000	

**Table 6: Software Maintenance and Support**

Cost Categories	Maintenance Costs & Help Desk Support (8AM-5PM EST Mon-Friday)	Maintenance Costs & Help Desk Support (7AM-7PM EST Mon-Friday) (OPTIONAL)	Comments
Software Maintenance and Help Desk Support/Operations			The State requires the license cost to be a one time fee.
First Year (after 90 day warranty)	\$25,000	NA	
Second Year	\$50,000	NA	
Third Year	\$50,000	NA	
Fourth Year	\$50,000	NA	
Fifth Year	\$50,000	NA	
Total Cost (Base Years)	\$225,000	\$	Do not include the optional year costs in Table 1 (Summary Cost Table)
Sixth Year (Option Year)	TBD		
Seventh Year (Option Year)	TBD		
Total Cost (Option Years)	TBD		

Category of “Software Maintenance and Help Desk Support” in this Contract is considered “Subdomain Operations Costs” and includes the following services and staffing to provide them:

- Subdomain access for up to 5,000 users
- Subdomain upgrades, fixes and routine maintenance
- Tier 1, 2, 3 Help Desk support
- Storage of up to 500 GB for primary and back up data
- Organizations up to 100

Notes:

1. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. “Estimated Hours” and “Extended Price” are non-binding.
2. The Contractor will utilize the fully loaded hourly rates to arrive at a firm fixed price for responses to separate statements of work for additional training and enhancements.

Other Costs

Provide all additional costs that are not identified in tables 1-8.

Potential Additional Costs

- Increased user access beyond 5,000 users
- More organizations than 100
- Additional storage fees if MDOT’s data store exceeds number cited above
- MDOT use of MVU content and courses and other resources
- Consulting services related to Best Practices and Instructional Design at the blended rate of \$100/hour, to be arranged, planned and approved in advance of beginning work

MVU is anticipating a high rate of adoption and success with the MDOT-branded subdomain. As a result, the user base may change in unpredictable ways, which makes it impossible to predict the full scope and impact of cost changes. MVU agrees to provide expanded services at rates that are no less favorable than provided to other comparable clients at the time of expansion.



Appendix E-Preliminary Project Plan

PRELIMINARY PROJECT PLAN Revised Start Date of July 1, 2013 Contract Deliverables

Standard Implementation

18. Completed high-level requirements gathering with PED
19. Completed project planning with PED
20. Completed detailed technical and business requirements for MDOT-branded portal staging within the LMS
21. Completed required tasks needed to test the MDOT-branded portal and LMS
22. Completed revisions as identified and approved
23. Completed tasks to open the MDOT-branded portal and LMS
24. Completed tasks for usability testing
25. Completed tasks for user testing
26. Completed tasks for scheduling and holding user acceptance testing
27. Completed tasks for system testing
28. Completed tasks for go live to full MDOT audience with a standard instance of the MDOT-branded subdomain.

Customizations

29. Completed tasks for data upload from OnTrack
30. Completed tasks for testing after data upload from OnTrack
31. Completed tasks for weekly upload from MIDB
32. Completed tasks for testing after weekly upload from MIDB
33. Completed tasks for data upload from Red Vector
34. Completed tasks for testing after data upload from Red Vector
35. Completed tasks for data upload from P/PMS, LearningBay, et al (other MDOT systems)

Planning Phase, Days 0 to 60 – July 1, 2013 to August 31, 2013

This phase include planning, review of training agenda and preparation for implementing base subdomain.

Task	Duration	Organization	Deliverables	MVU Staff
Award Closure tasks	5D	MVU + MDOT	Preparation for Deliverable 1, 2	Technical Lead, Technical Support, Project Manager
Orientation Meeting	1 D	MVU + MDOT	Preparation for Deliverable 1, 2	Project Managers
Prepare, hold Project Kickoff	3 D	MVU + MDOT	Prepare for All Deliverables	Whole Team
Confirmation of Reporting Format	3D	MVU + MDOT	Contract	Project Managers
Planning	30 D	MVU + MDOT	Prepare for All Deliverables	Technical Leads, Technical Support, Project Managers
Training Plan, Agenda Review and Approval	5 D	MVU	Contract, Deliverables 1-11	Technical Leads, Project Managers
Provision of documentation	1 D	MVU	Contract	Technical Lead, Project Manager
Detailed technical, business requirements	10 D	MVU + MDOT	Deliverable 3	Technical Leads, Technical Support, Project Managers



Task	Duration	Organization	Deliverables	MVU Staff
Configuration Meeting	1 D	MVU + MDOT	Preparation for Deliverables 1 - 11	Technical Leads, Technical Support, Project Managers
Integration Discussions and Planning*	21 D	MVU + MDOT	Deliverables 12–18	Technical Leads, Project Managers
Data Migration Discussions & Planning*	15 D	MVU + MDOT	Deliverables 12–18	Technical Leads, Project Managers
Weekly status reporting	5 D	MVU	Contract, All Deliverables	Project Manager
Performance Review Meeting 1, 2	2 D	MVU + MDOT	Contract	Project Manager

*Ongoing effort associated with these tasks likely to continue through remainder of project, depending upon choices made by MDOT and MVU.

Implementation Phase, Days 61 to 90 – September 1, 2013 to October 1, 2013

This phase comprises delivering training and standing up the base branded MDOT subdomain. Preliminary planning, documentation and pricing on integrations and data migration complete this Phase.

Task	Duration	Organization	Deliverables	MVU Staff
Deliver training	5 D	MVU	Contract	Technical Lead
Ongoing weekly reporting	4 D	MVU	Contract, All Deliverables	Project Manager
Performance Review Meeting 3	2 D	MVU + MDOT	Contract	Project Manager
Stand up base branded MDOT subdomain	0 D	MVU	Deliverables 4, 6, 11	Technical Lead
Confirm Integrations and seek Preliminary Pricing for Integrations*	15 D	MVU	Deliverables 12–13, 17	Technical Lead
Confirm Migrations and seek Preliminary Pricing for Data Migrations*	15 D	MVU	Deliverables 10-11, 14-15	Technical Lead
Open Help Desk services	0 D	MVU	Deliverable 6, 11	Technical Lead
Review & approve base subdomain	5 D	MDOT	Deliverable 6	Project Manager, Technical Lead
Go Live to full MDOT audience	0 D	MDOT	Deliverable 11	Project Manager, Technical Lead

*Ongoing effort associated with these tasks likely to continue through remainder of project, depending upon choices made by MDOT and MVU.

Customization Testing & Confirmation Phase, Days 93 to 180 – October 2, 2013 to January 2, 2014

This Phase begins with formal go/no-go decision about planning, prioritizing and implementing all pending migration and customizations, as well as entails ensuring the required data migrations and integrations are tested and approved.

Task	Duration	Organization	Deliverables	MVU Staff
Migrate Data*	10 D	MVU	Deliverable 12 - 18	Technical Lead
Test Data Migration*	5 D	MVU + MDOT	Deliverable 12 - 18	Technical Leads
Implement Integrations*	60 D	MVU	Deliverable 12 - 18	Technical Lead
Test Integrations*	15 D	MVU +MDOT	Deliverable 12 - 18	Technical Leads
Usability, User and System testing*	30 D	MVU+MDOT	Deliverable 12 - 18	Technical Lead, Project Manager
Ongoing weekly reporting	12 D	MVU	Contract, All Deliverables	Project Manager
Performance Review Meetings 4, 5, 6	3 D	MVU + MDOT	Contract, All Deliverables	Project Manager
Secure final approval	0 D	MDOT + MVU	Contract, All Deliverables	Project Managers



*Ongoing effort associated with these tasks likely to continue through remainder of project, depending upon choices made by MDOT and MVU.

Maintenance Phase, Days 181 to 331 – January 3, 2014 to June 3, 2014

In this Phase, the subdomain is fully operational, approved by MDOT and available to users.

Task	Duration	Organization	Deliverables	MVU Staff
Monitor subdomain operations	150 D	MDOT	All	
Ongoing weekly reporting	20 D	MVU	All	Project Manager
Performance Review Meetings 6-11	6 D	MVU + MDOT	All	Project Manager

Evaluation & Review Phase, Days 332 to 365 – June 4, 2014 to June 30, 2014

Deliverables here entail planning for following years, reviewing Lessons Learned and establishing project management and reporting structure for remaining project years.

Task	Duration	Organization	Deliverables	MVU Staff
Lessons Learned Review	1 D	MVU + MDOT	All	Project Managers, Technical Leads, Technical Support
Planning for Year 2 and beyond	15 D	MVU + MDOT	All	Project Managers
Draft Year 2 Plan	5 D	MVU + MDOT	All	Project Managers
Ongoing weekly reporting	4 D	MVU	Contract, All Deliverables	Project Manager
Performance Review Meeting 12	1 D	MVU + MDOT	Contract, All Deliverables	Project Manager

Acceptance and Payment Milestones

Year One (July 1, 2013 to June 30, 2014)

July 15, 2013	Award Payment	25% Set Up Costs	\$12,500
October 1, 2013	Completion of Planning & Implementation Phases	50% Set Up Costs	\$25,000
January 3, 2014	Maintenance Phase Launch	25% Set Up Costs	\$12,500
June 4, 2014	Completion		
	Evaluation & Review Phase	100% Operations Fee	<u>\$25,000</u>
		Total	\$75,000

Year Two (July 1, 2014 to June 30, 2015)

August 1, 2014	Annual Operation Fee	100% Operations Fee	\$50,000*
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Year Three (July 1, 2015 to June 30, 2016)

August 1, 2015	Annual Operation Fee	100% Operations Fee	\$50,000*
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Year Four (July 1, 2016 to June 30, 2017)

August 1, 2016	Annual Operation Fee	100% Operations Fee	\$50,000*
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Year Five (July 1, 2017 to June 30, 2018)

August 1, 2017	Annual Operation Fee	100% Operations Fee	\$50,000*
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*MVU is willing to accept a monthly or quarterly EFT payment schedule for years Two through Five.



Appendix F

Per section 2.301, MVU is required to identify the following:

A list of the items of software the State is required to purchase for executing the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State.

The contractor now indicates that the state is required to buy no software for executing this contract. MVU is providing no stand-alone software to the state under this contract. As a SaaS contract for accessing and using a web-based learning management system, nothing is required beyond what the State already uses to access other websites.

Further MVU discloses our use of two content authoring tools, Lectora and Articulate. Neither is required to make the using the system possible. Content authoring tools are needed in many instances to create specific types of content including SCORM 1.2 and 2004 content. Other content types can be created by HTML. PowerPoint presentations can be uploaded as content too.

MVU also discloses this list of supported MIME types in Meridian Global.

.323,text/h323
.aaf,application/octet-stream
.aca,application/octet-stream
.accdb,application/msaccess
.accde,application/msaccess
.accdt,application/msaccess
.acx,application/internet-property-stream
.afm,application/octet-stream
.ai,application/postscript
.aif,audio/x-aiff
.aifc,audio/aiff
.aiff,audio/aiff
.application,application/x-ms-application
.art,image/x-jg
.asd,application/octet-stream
.asf,video/x-ms-asf
.asi,application/octet-stream
.asm,text/plain
.asr,video/x-ms-asf
.asx,video/x-ms-asf
.atom,application/atom+xml
.au,audio/basic
.avi,video/x-msvideo
.axs,application/olescript
.bas,text/plain
.bcpio,application/x-bcpio
.bin,application/octet-stream
.bmp,image/bmp
.c,text/plain
.cab,application/octet-stream



.cat,application/vnd.ms-pki.seccat
.cdf,application/x-cdf
.chm,application/octet-stream
.class,application/x-java-applet
.clip,application/x-msclip
.cmx,image/x-cmx
.cnf,text/plain
.cod,image/cis-cod
.cpio,application/x-cpio
.cpp,text/plain
.crd,application/x-mscardfile
.crl,application/pkix-crl
.crt,application/x-x509-ca-cert
.csh,application/x-csh
.css,text/css
.csv,application/octet-stream
.cur,application/octet-stream
.dcr,application/x-director
.deploy,application/octet-stream"
.der,application/x-x509-ca-cert
.dib,image/bmp
.dir,application/x-director
.disco,text/xml
.dll,application/x-msdownload
.dlm,text/dlm
.doc,application/msword
.docm,application/vnd.ms-word.document.macroEnabled.12
.docx,application/vnd.openxmlformats-officedocument.wordprocessingml.document
.dot,application/msword
.dotm,application/vnd.ms-word.template.macroEnabled.12
.dotx,application/vnd.openxmlformats-officedocument.wordprocessingml.template
.dsp,application/octet-stream
.dtd,text/xml
.dvi,application/x-dvi
.dwf,drawing/x-dwf
.dwp,application/octet-stream
.dxr,application/x-director
.eml,message/rfc822
.emz,application/octet-stream
.eot,application/octet-stream
.eps,application/postscript
.etx,text/x-setext
.evy,application/envoy
.exe,application/octet-stream
.F4V,video/mp4
.fdf,application/vnd.fdf
.fif,application/fractals
.fla,application/octet-stream
.flr,x-world/x-vrml
.FLV,flv-application/octet-stream
.gif,image/gif
.gtar,application/x-gtar
.gz,application/x-gzip
.h,text/plain



.hdf,application/x-hdf
.html,text/x-html
.hlc,application/x-oleobject
.hhk,application/octet-stream
.hhp,application/octet-stream
.hlp,application/winhelp
.hqx,application/mac-binhex40
.hta,application/hta
.htc,text/x-component
.htm,text/html
.html,text/html
.htt,text/webviewhtml
.hxt,text/html
.ico,image/x-icon
.ics,application/octet-stream
.ief,image/ief
.iii,application/x-iphone
.inf,application/octet-stream
.ins,application/x-internet-signup
.isp,application/x-internet-signup
.IVF,video/x-ivf
.jar,application/java-archive
.java,application/octet-stream
.jck,application/liquidmotion
.jcz,application/liquidmotion
.jfif,image/jpeg
.jpb,application/octet-stream
.jpe,image/jpeg
.jpeg,image/jpeg
.jpg,image/jpeg
.js,application/x-javascript
.JSON,application/json
.KMZ,application/vnd.google-earth.kmz
.latex,application/x-latex
.lit,application/x-ms-reader
.lpk,application/octet-stream
.lsf,video/x-la-asf
.lsx,video/x-la-asf
.lzh,application/octet-stream
.m13,application/x-msmediaview
.m14,application/x-msmediaview
.m1v,video/mpeg
.m3u,audio/x-mpegurl
.M4A,audio/mp4
.M4V,video/x-m4v
.man,application/x-troff-man
.manifest,application/x-ms-manifest
.map,text/plain
.mdb,application/x-msaccess
.mdp,application/octet-stream
.me,application/x-troff-me
.mht,message/rfc822
.mhtml,message/rfc822
.mid,audio/mid



.midi,audio/mid
.mix,application/octet-stream
.mmf,application/x-smaf
.mno,text/xml
.mny,application/x-msmoney
.mov,video/quicktime
.movie,video/x-sgi-movie
.mp2,video/mpeg
.mp3,audio/mpeg
.MP4,video/mp4"
.mpa,video/mpeg
.mpe,video/mpeg
.mpeg,video/mpeg
.mpg,video/mpeg
.mpp,application/vnd.ms-project
.mpv2,video/mpeg
.ms,application/x-troff-ms
.msi,application/octet-stream
.mso,application/octet-stream
.mvb,application/x-msmediaview
.mvc,application/x-miva-compiled
.nc,application/x-netcdf
.nsc,video/x-ms-asf
.nws,message/rfc822
.ocx,application/octet-stream
.oda,application/oda
.ods,application/oleobject
.one,application/onenote
.onea,application/onenote
.onepkg,application/onenote
.onetmp,application/onenote
.onetoc,application/onenote
.onetoc2,application/onenote
.p10,application/pkcs10
.p12,application/x-pkcs12
.p7b,application/x-pkcs7-certificates
.p7c,application/pkcs7-mime
.p7m,application/pkcs7-mime
.p7r,application/x-pkcs7-certreqresp
.p7s,application/pkcs7-signature
.pbm,image/x-portable-bitmap
.pcx,application/octet-stream
.pcz,application/octet-stream
.pdf,application/pdf
.pfb,application/octet-stream
.pfm,application/octet-stream
.pfx,application/x-pkcs12
.pgm,image/x-portable-graymap
.pko,application/vnd.ms-pki.pko
.pma,application/x-perfmon
.pmc,application/x-perfmon
.pml,application/x-perfmon
.pmr,application/x-perfmon
.pmw,application/x-perfmon



.png,image/png
.pnm,image/x-portable-anymap
.pnz,image/png
.pot,application/vnd.ms-powerpoint
.potm,application/vnd.ms-powerpoint.template.macroEnabled.12
.potx,application/vnd.openxmlformats-officedocument.presentationml.template
.ppam,application/vnd.ms-powerpoint.addin.macroEnabled.12
.ppm,image/x-portable-pixmap
.pps,application/vnd.ms-pps
.ppsm,application/vnd.ms-powerpoint.slideshow.macroEnabled.12
.ppsx,application/vnd.openxmlformats-officedocument.presentationml.slideshow
.ppt,application/vnd.ms-powerpoint
.pptm,application/vnd.ms-powerpoint.presentation.macroEnabled.12
.pptx,application/vnd.openxmlformats-officedocument.presentationml.presentation
.prf,application/pics-rules
.prm,application/octet-stream
.prx,application/octet-stream
.ps,application/postscript
.psd,application/octet-stream
.psm,application/octet-stream
.psp,application/octet-stream
.pub,application/x-mspublisher
.qt,video/quicktime
.qtl,application/x-quicktimeplayer
.qxd,application/octet-stream
.ra,audio/x-pn-realaudio
.ram,audio/x-pn-realaudio
.rar,application/octet-stream
.ras,image/x-cmu-raster
.rf,image/vnd.rn-realflash
.rgb,image/x-rgb
.rm,application/vnd.rn-realmedia
.rmi,audio/mid
.roff,application/x-troff
.rpm,audio/x-pn-realaudio-plugin
.rtf,application/rtf
.rtx,text/richtext
.scd,application/x-msschedule
.sct,text/scriptlet
.sea,application/octet-stream
.setpay,application/set-payment-initiation
.setreg,application/set-registration-initiation
.sgml,text/sgml
.sh,application/x-sh
.shar,application/x-shar
.sit,application/x-stuffit
.sldm,application/vnd.ms-powerpoint.slide.macroEnabled.12
.sldx,application/vnd.openxmlformats-officedocument.presentationml.slide
.smd,audio/x-smd
.smi,application/octet-stream
.smx,audio/x-smd
.smz,audio/x-smd
.snd,audio/basic
.snp,application/octet-stream



.spc,application/x-pkcs7-certificates
.spl,application/futuresplash
.src,application/x-wais-source
.ssm,application/streamingmedia
.sst,application/vnd.ms-pki.certstore
.stl,application/vnd.ms-pki.stl
.sv4cpio,application/x-sv4cpio
.sv4crc,application/x-sv4crc
.swf,application/x-shockwave-flash
.t,application/x-troff
.tar,application/x-tar
.tcl,application/x-tcl
.tex,application/x-tex
.texi,application/x-texinfo
.texinfo,application/x-texinfo
.tgz,application/x-compressed
.thmx,application/vnd.ms-officetheme
.thn,application/octet-stream
.tif,image/tiff
.tiff,image/tiff
.toc,application/octet-stream
.tr,application/x-troff
.trm,application/x-msterminal
.tsv,text/tab-separated-values
.ttf,application/octet-stream
.txt,text/plain
.u32,application/octet-stream
.uls,text/iuls
.ustar,application/x-ustar
.vbs,text/vbscript
.vcf,text/x-vcard
.vcs,text/plain
.vdx,application/vnd.ms-visio.viewer
.vml,text/xml
.vsd,application/vnd.visio
.vss,application/vnd.visio
.vst,application/vnd.visio
.vsw,application/vnd.visio
.vsx,application/vnd.visio
.vtx,application/vnd.visio
.wav,audio/wav
.wax,audio/x-ms-wax
.wbmp,image/vnd.wap.wbmp
.wcm,application/vnd.ms-works
.wdb,application/vnd.ms-works
.wks,application/vnd.ms-works
.wm,video/x-ms-wm
.wma,audio/x-ms-wma
.wmd,application/x-ms-wmd
.wmf,application/x-msmetafile
.wml,text/vnd.wap.wml
.wmlc,application/vnd.wap.wmlc
.wmls,text/vnd.wap.wmlscript
.wmlsc,application/vnd.wap.wmlscriptc



.wmp,video/x-ms-wmp
.wmv,video/x-ms-wmv
.wmx,video/x-ms-wmx
.wmz,application/x-ms-wmz
.wps,application/vnd.ms-works
.wri,application/x-mswrite
.wrl,x-world/x-vrml
.wrz,x-world/x-vrml
.wsdl,text/xml
.wvx,video/x-ms-wvx
.x,application/directx
.xaf,x-world/x-vrml
.xbm,image/x-xbitmap
.xdr,text/plain
.xla,application/vnd.ms-excel
.xlam,application/vnd.ms-excel.addin.macroEnabled.12
.xlc,application/vnd.ms-excel
.xlm,application/vnd.ms-excel
.xls,application/vnd.ms-excel
.xlsb,application/vnd.ms-excel.sheet.binary.macroEnabled.12
.xism,application/vnd.ms-excel.sheet.macroEnabled.12
.xlsx,application/vnd.openxmlformats-officedocument.spreadsheetml.sheet
.xlt,application/vnd.ms-excel
.xltm,application/vnd.ms-excel.template.macroEnabled.12
.xltx,application/vnd.openxmlformats-officedocument.spreadsheetml.template
.xlw,application/vnd.ms-excel
.xml,text/xml
.xof,x-world/x-vrml
.xpm,image/x-xpixmap
.xsd,text/xml
.xsf,text/xml
.xsl,text/xml
.xslt,text/xml
.xsn,application/octet-stream
.xtp,application/octet-stream
.xwd,image/x-xwindowdump
.z,application/x-compress
.zip,application/x-zip-compressed